the court holds that since the plaintiff did not, and could not be expected to, foresee defendant's negligence, therefore the defendant, when negligent, is not bound to foresee consequences likely to result from its negligence. But besides being insupportable on the reasons advanced by the court, the decision, both upon authority and principle, is wrong. In at least two cases where substantially the same facts raised the identical question, it has been held that the negligence of the engineer was the legal cause of the injury. *Western R. Co.* v. *Bailey*, 105 Ga. 100; *R. Co.* v. *Chapman*, 80 Ala. 615. Clearly the cases are within the rule of *Hill* v. *Winsor*, *supra*, for while it is not to be expected that a reasonable man would have foreseen that injury in this precise form was likely to result, one of the first consequences to be expec ed was death or injury to some one. Furthermore, if the negligence had caused the deceased to jump, on seeing his danger, thereby knocking the plaintiff down, upon ancient authority we know that the chain of causation would not have been broken. *Scott* v. *Shepherd*, 2 W. Bl. 892. If such had been the result, plaintiff's injuries would have been caused by the company's negligence, operating through the instinctive movement of a third person, which in the principal case the negligence operates through a force set in motion by the defendants. If the liability of the company is more clear in one case than in the other, it certainly does not seem to be in the case where the instinctive movement of a third person intervenes.

The decision that there is no liability in the principal case is caused by the rigid adherence to the "natural and probable" rule of causation, without recognizing the necessity of the qualification laid down in *Hill* v. *Winsor*, *supra*, and other cases cited. The case should have been left to the jury. If the court felt compelled to adopt the natural and probable consequence rule in its charge, the rule that the precise form of the injury need not have been foreseen should have been properly explained. See *Texas & P. R. Co.* v. *Short*, 58 S. W. 56 (Tex. Civ. App.).

THE VALIDITY OF AN ASSIGNMENT OF FUTURE WAGES. — If we regard the assignment of a future interest from the equitable standpoint, namely, as a present contract to take effect and attach as soon as the *res* of the assignment comes *in esse*, there is no difficulty in enforcing an assignment of a mere expectancy, when once that expectancy has materialized. There arises at common law, however, a difficulty which is suggested by a recent decision, holding that an assignment for a valuable consideration by an employee of his future earnings is invalid. *Silversteen* v. *Gresheimer*, Chicago Legal News, Sept. 15. To support an assignment at law the subject-matter of the assignment must have an actual or potential existence. The assignment of a mere possibility is always invalid. Consequently, it has been held that an assignment of future wages to be earned under a prospective contract of employment is void (*Mulhall* v. *Quinn*, 1 Gray, 105), though in equity such a transaction has been enforced. *Edwards* v. *Peterson*, 80 Me. 37.

Courts of law, however, do enforce assignments of future wages where such wages are to be earned under an existing contract. It is said that the present contract imports a potential existence to the future wages sufficient to support a transfer. *Wade* v. *Bessey*, 76 Me. 412. In the principal case, there was no existing contract of employment, but merely an under-

standing that the employee should continue, though not bound to do so, in the service of his employer. A distinction, therefore, might be drawn on the ground that there was no existing obligation or interest to support the assignment. The distinction, however, has not been recognized, and the principal case is contrary to the general law. Assignments of future wages have been held valid, where there was an existing employment, even though the wages were not being earned under any special contract, but by the day or by the piece. *Thayer* v. *Kelley*, 66 Amer. Dec. 220 (Vt.); *Augur* v. *N. Y. Belting Co.*, 39 Conn. 536. Though such is the law it has been suggested that on grounds of public policy it is not well to allow an employee to assign away his future earnings, as such assignments lead directly to improvidence and profusion and often to hopeless poverty. *Woodring* v. *Lehigh R. R. Co.*, 2 Pa. Co. C. Rep. 465. An analogy is drawn also from the case of public officers, where assignments of this nature are generally held void, as tending to lessen the moral incentive to carry out efficiently the duties of their employment. As a matter of policy it may be well to restrict all employees from assigning away future earnings, but such a restriction, it would seem, is eminently a matter for legislative intervention and not a judicial question.

A FRENCH WILL AND AN ENGLISH MARRIAGE. — A point in conflict of laws upon which there seems to be no authority in the books, has been adjudicated in the English Court of Appeal. *In re Martin*, 1900, P. D. 211. In 1870, a Frenchwoman, residing in England but domiciled in France, made a will which was valid according to the French law, although it did not fulfil the requirements of the Wills Act. Some years later she married in London a native of France who had left that country to escape a sentence of imprisonment, and, as the majority of the court found, was then domiciled in England. Subsequently the husband returned to France and resumed his French domicile. The wife, however, remained in England, and on her death the will of 1870 was proposed for probate. The majority of the Court of Appeal, overruling the judgment of Jeune, P., held that the marriage of the testatrix to one who was then domiciled in England worked a revocation of her will. One judge, however, was not convinced that the Frenchman had ever changed his domicile, and consequently thought that the will had not been revoked. The state of facts surrounding the husband's life in England — he assumed an English name, took leases of property in England, and declared that he was domiciled there, although two years after the expiration of period of prescription as to his liability for imprisonment under the French law he returned to France — makes it difficult to quarrel with either view on the question whether or not he acquired an English domicile. Assuming that the majority were right, however, we have the decision that the English domicile of the husband at the time of the marriage revoked the will which the wife had previously made. Ordinarily the validity of a wife's will is to be determined by the law of the domicile of the husband at the time of her death. If that rule were to be followed here the will would be valid, as the evidence showed that the husband took up again his domicile of origin on his return to France, and by the French law a woman's will is not revoked by her marriage. Had the parties married in France and subsequently acquired an English domicile, the will would not then